



**State of New Hampshire
Department of Health and Human Services**

**REQUEST FOR PROPOSALS
RFP-2022-BDAS-01-SUBST**

FOR

**Substance Use Disorder Treatment
And
Recovery Support Services**

July 20, 2021



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1. INTRODUCTION

1.1. Purpose and Overview

- 1.1.1. This Request for Proposals (RFP) is published to solicit proposals for the provision of Substance Use Disorder Treatment and Recovery Support Services that assist individuals with:
 - 1.1.1.1. Stopping or reducing substance misuse;
 - 1.1.1.2. Improving physical and mental health and social function; and
 - 1.1.1.3. Reducing risk for recurrence of substance misuse.
- 1.1.2. Selected vendors may provide services to meet the needs of specialty populations, including but not limited to:
 - 1.1.2.1. Parenting and pregnant women.
 - 1.1.2.2. Adolescents.
 - 1.1.2.3. LGBTQIA+.
 - 1.1.2.4. Individuals involved with the criminal justice system or with the Department's Division for Children, Youth and Families.
 - 1.1.2.5. Veterans.
- 1.1.3. Selected vendors must provide one or more of the Substance Use Disorder Treatment Services identified in this RFP.
- 1.1.4. Vendors submitting proposals for the provision of Substance Use Treatment Services **may also** propose to provide Recovery Support Services.
- 1.1.5. Selected vendors must provide services identified in this RFP to any eligible individual, regardless of where the individual lives or works in New Hampshire.
- 1.1.6. The New Hampshire Department of Health and Human Services (Department) anticipates awarding one (1) or more contract(s) for the services in this RFP, that are based on a cost reimbursement model.

1.2. Request for Proposal Terminology

Adolescent(s): Adolescents are defined as individuals under the age of eighteen (18) years and over the age of twelve (12) years.

American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians, and associated professionals in the field of addiction medicine. ASAM is dedicated to



increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>

American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>

Business Days: Business days in this RFP means Monday through Friday and do not include State observed holidays and weekends (Saturday and Sunday). The State holiday schedule may be found at: <http://das.nh.gov/hr/index.html>

Calendar Days: Calendar days in this RFP refers Monday through Sunday, including State observed holidays. State holiday schedule may be found at: <http://das.nh.gov/hr/index.html>

Certified Recovery Support Workers (CRSWs): Staff who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a NH Licensed Supervisor who has completed the necessary requirements to supervise a CRSW in New Hampshire.

Charitable Choice: Charitable Choice is the general name used to refer to several areas within Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice refers to a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds under this law. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain a religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance use disorder treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003. <http://www.samhsa.gov/faith-based-initiatives/about>

Child: Child is defined as individuals under the age of twelve (12) years.



Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation/assessment completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>. There are a variety of tools available to assist with completing clinical evaluations, including the ASAM Continuum module built into the Web Information Technology System (WITS). Clinical Evaluation is used interchangeably with “assessment” or “evaluation” to describe the full biopsychosocial evaluation of a client to determine the appropriate ASAM level of care and services as the basis for treatment planning.

Continuum of Care: Continuum of care is a concept involving an integrated system of care that guides and tracks patient over time through a comprehensive array of health services spanning all levels of intensity of care.

Licensed Counselor: A clinician who holds an active LADC, MLADC, or mental health license such as an LICSW, issued by the state of New Hampshire.

Discharge Summary: A brief narrative that addresses all ASAM (2013) domains, including the process of transfer planning at the time of the client’s intake to the program and that are in accordance with the operational requirements of this RFP, and that includes at least one of the four (4) ASAM criteria for discharge, and how the client meets the requirement. It must also include, in brief, the reason for admission, course of treatment, discharge assessment, strengths/liabilities, and discharge plan/recomendations, with specific information regarding referrals or further treatment.

Doorways: Doorways means a specific group of providers who are contracted with the Department to provide screening, evaluation, referral, and recovery support services for individuals with substance use disorder.

Evidence-Based Practice (EBP): EBP is the integration of clinical expertise, patient values, and the best research evidence into the decision making process for patient care. <http://guides.mclibrary.duke.edu/c.php?g=158201&p=1036021>

Homeless: Homeless is defined as (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.



Integrated Medication Assisted Treatment: Services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. Services should be integrated with other substance use disorder treatment services.

Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

Licensed Counselor: A licensed counselor is defined as a Master Licensed Alcohol and Drug Counselor (MLADC), a Licensed Alcohol and Drug Counselor (LADC), or individuals licensed by the NH Board of Mental Health Practice or NH Board of Psychology, who have demonstrated competency in the treatment of substance use disorders. Licensed counselors may deliver any clinical or recovery support services within their scope of practice. Licenses must be active in the state of New Hampshire.

Licensed Supervisor: A Licensed Supervisor is defined as a New Hampshire Master Licensed Alcohol and Drug Counselor (MLADC), a Licensed Alcohol and Drug Counselor (LADC) who is also a Licensed Clinical Supervisor (LCS) or a licensed mental health professional who has been approved by the New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals to provide supervision.

Line/Mileau Staff: Staff who oversee the client mileau when clients are not in groups or individual sessions. May be certified or licensed in the state of New Hampshire, or working toward certification or licensure in New Hampshire, and obtaining supervision from a appropriate NH Licensed Supervisor.

New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.

Opioid Use Disorders (OUD): Substance use disorders occur when the use of opioids causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

Reasonable Cost: A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent entity under the circumstances prevailing at the time the decision was made to incur the cost.

Recovery Support Services (RSS): RSS are services that remove barriers to a client's participation treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

Regional Public Health Networks (RPHN): RPHN refer to the thirteen (13)



partnerships with agencies in New Hampshire used for public health planning and the delivery of selected public health services (<http://nhphn.org>).

Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model. More information can be found at: <https://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>

Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens with the probability of having a substance use disorder, then a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

SMART Goals: SMART is an acronym, giving criteria to guide in the setting of goals and objectives. SMART represents goals that are Specific, Measurable, Achievable, Relevant, and Time-bound.

Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

Substance Use Disorders (SUD): Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

Substance Use Disorder Treatment: Substance Use Disorder Treatment Services are services to treat substance use disorders and are delivered at varying levels of care defined by the American Society of Addiction Medicine in many different settings.

Telehealth: Telehealth is the provision of treatment services remotely via telephone, email, or videoconferencing. It allows for the treatment of individuals who are unable to access in-person services, or providers from offering in-person services, for reasons such as health concerns or lack of access to



transportation.

Temporary Staffing Shortages: Temporary staffing shortages are allowed when a selected vendor is unable to meet required staffing criteria. The selected Contractor must be actively looking to fill any empty positions, including advertising for the positions. The Vendor must be able to demonstrate that they are attempting to fill the position in good faith.

Transfer Plan: A brief outline about why a client is transferring from one ASAM level of care to another within the same agency. To be written at time of transfer. It must address all ASAM (2013) domains, and must include at least one of the four (4) ASAM criteria for transfer and how client meets that criteria. It also must include transfer plan/recomendations, with specific information regarding further treatment at the agency.

Transitional Living Services: Transitional Living Services are considered substance use disorder treatment services for the purposes of this RFP, however, are not defined by the American Society of Addiction Medicine.

Unlicensed Counselor: Unlicensed Counselors are defined as counselors who have completed the required coursework for licensure by the NH Board of Alcohol and Other Drug Use Providers, NH Board of Mental Health Practice or NH Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed Counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a Licensed Supervisor.

Uncertified Recovery Support Worker: Uncertified recovery support workers are staff members who are working to accumulate the work experience required for certification as a CRSW in NH, who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a Licensed Supervisor who has completed the necessary requirements to supervise a CRSW in NH.

Web Information Technology System (WITS): WITS refers to the Department's current vendor hosted secure, 24/7 accessible web-based electronic health records system for the purpose of storing client demographic information and personal health information. Contracted treatment providers use WITS to report on the National Outcome Measures (NOMs) established by the Substance Abuse and Mental Health Services Administration (SAMHSA), as required in the Federal Substance Abuse Prevention and Treatment Block Grant. The Department reserves the right to substitute a different system for WITS at any time.

1.3. Contract Period



- 1.3.1. Any Contract resulting from this RFP is anticipated to be effective October 1, 2021, or upon Governor and Council approval, whichever is later, through September 30, 2023.
- 1.3.2. The Department may extend contracted services for up to four (4) additional years, contingent upon satisfactory Contractor performance, continued funding, agreement of the parties, and Governor and Council approval.

2. BACKGROUND

2.1. New Hampshire Department of Health and Human Services, Bureau of Drug and Alcohol Services

- 2.1.1. The Department of Health and Human Services' (Department) mission is to join communities and families in providing opportunities for citizens to achieve health and independence. The Bureau of Drug and Alcohol Services (Bureau) contributes to this mission, in part, by providing resources that develop, support and deliver SUD prevention, early intervention, treatment and recovery support services that are integrated with primary and behavioral health care. The aforementioned SUD supports and services are referred to as the Alcohol and Other Drug (AOD) Continuum of Care System.
- 2.1.2. The Department envisions a statewide substance use disorder treatment delivery system that will meet the needs of the populations served under this RFP, including, but not limited to care that is integrated with mental and physical health services and coordinated with other social and community service agencies to address the social determinants of health for all clients.

2.2. Background

- 2.2.1. In Calendar Year (CY) 2020 there were 413 confirmed drug deaths in NH, down from 415 in 2019 and 471 in 2018. From January 1, 2021 to May 14, 2021, there were 66 confirmed drug deaths, and 62 deaths pending toxicology reports.
- 2.2.2. In CY 2020 there were 356 confirmed drug deaths involving opiates. Between January 2, 2021 and May 14, 2021, there were 59 deaths in NH involving opiates.
- 2.2.3. In CY 2020 there were 59 confirmed drug deaths that involved methamphetamine, up from 52 in 2019, and 22 in 2018, for a total of 133



deaths in the three year period. Between 2012 and 2017, there were 25 deaths involving methamphetamine.

- 2.2.4. Substance use disorder treatment and recovery support services are a key component of the Department's overall strategy in combatting substance misuse as a whole.
- 2.2.5. The Department recognizes that a cost reimbursement model is a flexible and effective method of supporting a system of care that ensures delivery of high-value substance use disorder treatment services. **Through this RFP, the Department is changing how selected vendors are reimbursed for services delivered through the resulting contracts.** The Department will not use a fee for service model for these resulting contracts. The Department will use a cost reimbursement model as detailed in Section 4 Finance.

3. STATEMENT OF WORK

3.1. Covered Populations

- 3.1.1. The selected vendors must provide services to individuals who:
 - 3.1.1.1. Are age 12 years or older (or under age 12 years, with required consent from a parent or legal guardian). Selected vendors must obtain consent from the client (age 12 and older) or from the parent or legal guardian (under age 12) prior to receiving services in accordance with 42 CFR Part 2;
 - 3.1.1.2. Have income below 400% of the Federal Poverty Level;
 - 3.1.1.3. Are residents of New Hampshire or experiencing homeless in New Hampshire; and
 - 3.1.1.4. Are determined positive for substance use disorder with a clinical diagnosis by a licensed counselor..
- 3.1.2. The selected vendors who provide services to minors must not deny services to an adolescent or child under age 18 due to:
 - 3.1.2.1. The parent's inability and/or unwillingness to pay the fee; or
 - 3.1.2.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.
- 3.1.3. The selected vendors must provide services to eligible clients who:
 - 3.1.3.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;



- 3.1.3.2. Have co-occurring mental health disorders; or
- 3.1.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

3.2. Scope of Services

- 3.2.1. The selected vendors must provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.
- 3.2.2. The selected vendors must enroll eligible clients for services in order of the priority described below:
 - 3.2.2.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the selected vendors must provide and document the following services:
 - 3.2.2.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services;
 - 3.2.2.1.2. If the client refuses referral in 3.2.2.1.1, assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and
 - 3.2.2.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services must include:
 - 3.2.2.1.3.1. At least one 60-minute individual or group outpatient session per week or;
 - 3.2.2.1.3.2. Recovery support services as needed by the client; or



- 3.2.2.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 3.2.2.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 3.2.2.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3.2.2.4. Individuals with substance use and co-occurring mental health disorders.
- 3.2.2.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders.
- 3.2.2.6. Veterans with substance use disorders
- 3.2.2.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 3.2.2.8. Individuals who require priority admission at the request of the Department.
- 3.2.3. Resiliency and Recovery Oriented Systems of Care
 - 3.2.3.1. The selected vendor(s) must provide substance use disorder treatment services that support the RROSC by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 3.2.3.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the selected vendors must:
 - 3.2.3.2.1. Inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.
 - 3.2.3.2.2. Be sensitive and ensure services are relevant to the diversity of the clients being served.



- 3.2.3.2.3. Be trauma informed. acknowledging the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

3.2.4. Substance Use Disorder Treatment Services

- 3.2.4.1. The selected vendors must provide **one or more** of the following substance use disorder treatment services:

- 3.2.4.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

- 3.2.4.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

- 3.2.4.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

- 3.2.4.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide



intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

- 3.2.4.1.5. Ambulatory Withdrawal Management services as defined as ASAM Criteria, Level 1-WM as an outpatient service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.
- 3.2.4.1.6. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services shall include at least three (3) hours of clinical services per week of which at least one (1) hour shall be delivered by a NH Licensed Counselor or unlicensed Counselor working under the supervision of a NH Licensed Supervisor and the remaining hours shall be delivered by a NH Certified Recovery Support Worker (CRSW) working under a NH Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.
- 3.2.4.1.7. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity



Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

- 3.2.4.1.8. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.
- 3.2.4.1.9. Specialty Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.1 and above. This service provides residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.
- 3.2.4.1.10. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. Services should be integrated with other substance use disorder treatment services.
 - 3.2.4.1.10.1. The selected Contractor must provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider.
 - 3.2.4.1.10.2. The selected Contractor must be responsible for coordination of care and meeting all requirements for the service provided. The selected



vendor(s) must deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

3.2.4.1.10.3. Medically Monitored Residential Withdrawal Management services as defined by ASAM Criteria, Level 3.7-W.M. Medically Monitored Intensive Inpatient Services Withdrawal Management provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

3.2.4.1.11. Recovery Support Services **may be provided only in conjunction with providing at least one** of the substance use disorder treatment services in Section 3.2.4.1.1 through 3.2.4.1.11. The selected vendor(s) must provide recovery support services to remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery by providing **one or more of the following:**

3.2.4.1.11.1. The Contractor must provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case->



Management-for-Substance-Abuse-Treatment/SMA15-4215) and which exceed the minimum case management expectations for the level of care.

3.2.4.1.11.2. Transportation for Pregnant and Parenting Individuals:

3.2.4.1.11.2.1. The Contractor must provide transportation services to pregnant women and parenting men and women to and from services as required by the client's treatment plan.

3.2.4.1.11.2.2. The Contractor must use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The selected Contractor must:

3.2.4.1.11.2.3. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

3.2.4.1.11.2.4. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

3.2.4.1.11.2.5. Ensure all drivers are licensed in accordance with



New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

3.2.4.1.11.3. Child Care for Parenting Clients:

3.2.4.1.11.3.1. The Contractor must provide child care to children of parenting clients while the individual is in treatment and case management services.

3.2.4.1.11.3.2. The Contractor must directly provide child care and/or pay for childcare provided by a licensed childcare provider.

3.2.4.1.11.3.3. The selected Contractor must comply with all applicable Federal and State childcare regulations that includes, but is not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

3.2.4.2. The selected vendor(s) must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The selected vendor(s) agree that adolescents and adults do not share the same residency space, however, the communal spaces such as kitchens, group rooms, and recreation may be shared but at separate times.

3.2.5. Oral Fluid HIV Testing

3.2.5.1. All SUD treatment programs must administer rapid on-site, same-day oral fluid HIV testing as a routine component of SUD treatment except in those cases where a client is being served



solely via telehealth. If testing is not possible at the time of admission, the selected vendor(s) shall administer testing within 48 hours from admission for residential services or at the time of the second session for outpatient services.

3.2.5.2. In cases where such testing yields a positive result, the selected vendor(s) shall:

3.2.5.2.1. Complete and submit appropriate disease reporting forms to the Department within seventy-two (72) hours of preliminary diagnoses, in accordance with New Hampshire Administrative Rule He-P 301.

3.2.5.2.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.

3.2.5.2.3. Link individuals to medical care and counseling services.

3.2.6. Eligibility and Intake

3.2.6.1. The selected vendor(s) must determine eligibility for services , which includes an assessment of client income prior to admission using the Web Information Technology System (WITS) fee determination model.

3.2.6.2. The selected Contractor must complete intake screenings as follows:

3.2.6.2.1. Have direct face-to-face communication by meeting in person, or electronically, or by telephone conversation with the individual within two (2) business days from the date the individual contacts the selected vendor(s) for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.

3.2.6.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, utilizing a Department-



approved tool and documenting results utilizing WITS to determine the probability of being eligible for services under this contract and for the probability of having a substance use disorder. All attempts to contact must be documented in the client record or call log.

- 3.2.6.2.3. Ensure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every four (4) weeks. Inquiries about changes in income must be documented in the client record.

3.2.7. Evaluation

- 3.2.7.1. The selected vendor(s) must use the clinical evaluations completed by a NH Licensed or Unlicensed Counselor from a referring agency. This clinical evaluation must have been conducted less than thirty (30) days prior to the client's admission to the treatment program; otherwise, a new evaluation must be conducted. If the evaluation was done by someone other than an Licensed or Unlicensed Counselor it must be redone. If the evaluation from the referring agency is being used any changes in ASAM dimensions that occurred since it was conducted must be recorded in WITS with the same time period requirements as a the new evaluation in 3.2.6.2.
- 3.2.7.2. If the client does not present with an evaluation completed by a NH Licensed or Unlicensed Counselor, the selected vendor(s) must, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative assessment tool approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October 2013. The selected Contractor must complete a clinical evaluation, for each client:
- 3.2.7.3. If the clinically appropriate level of care is available, and a client is admitted to a different level of care than what is recommended by the clinical evaluation, the reasoning for must be clinically justified using ASAM and documented in the client record prior to admission.



- 3.2.7.4. If the selected vendor is unable to complete the evaluation prior to admission due to geographic or other barriers, the provider shall assist the client with accessing an evaluation through their local Doorway or other appropriate provider.
- 3.2.7.5. The selected vendors must provide eligible clients the substance use disorder treatment services in Section 3.2.4 determined by the client's clinical evaluation in Section 3.2.7 unless:
 - 3.2.7.5.1. The client chooses to receive a service with a lower intensity ASAM Level of Care; or
 - 3.2.7.5.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 3.2.6, in which case the client may choose:
 - 3.2.7.5.2.1. A service with a lower Intensity ASAM Level of Care;
 - 3.2.7.5.2.2. A service with the next available higher intensity ASAM Level of Care;
 - 3.2.7.5.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 3.2.6; or
 - 3.2.7.5.2.4. To be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 3.2.7.6. If the clinically appropriate level of care is available, and a client is admitted to a different level of care than what is recommended by the clinical evaluation, the reasoning behind this must be clinically justified using ASAM and documented in the client record

3.2.8. Waitlists

- 3.2.8.1. The selected vendor(s) must maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.



- 3.2.8.2. The selected vendors(s) must track the wait time for the clients to receive services, from the date of initial contact in Section 3.2.6.2.1 above to the date clients first received substance use disorder treatment services in Section 3.2.5.4.2 above, other than Evaluation in Paragraph 3.2.7.
- 3.2.8.3. The selected vendor(s) must provide monthly reports to the Department detailing:
 - 3.2.8.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 3.2.8.3.2. The average wait time for priority clients in Section 3.2.2 above by the type of service and payer source for the services.

3.2.9. Assistance with Enrolling in Insurance Programs

- 3.2.9.1. The selected vendor(s) must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, which may include, but are not limited to:
 - 3.2.9.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after admission.
 - 3.2.9.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record.

3.2.10. Use of Evidence-Based Practices

- 3.2.10.1. The selected vendor(s) must deliver all services in the resulting contract utilizing evidence-based practices as demonstrated by meeting one of the following criteria:
 - 3.2.10.1.1. The service must be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>;
 - 3.2.10.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or



- 3.2.10.1.3. The service is based on a theoretical perspective that has validated research.
- 3.2.10.2. The selected vendors must deliver services in the resulting contract in accordance with:
 - 3.2.10.2.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
 - 3.2.10.2.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
 - 3.2.10.2.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
- 3.2.11. The selected vendor(s) must assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
- 3.2.12. The selected vendor(s) must assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance. The selected vendors must:
 - 3.2.12.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided in the resulting contract. If a client's risk level indicates a service with an ASAM Level of Care that can be provided under the resulting contract, then the selected vendor(s) must integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
 - 3.2.12.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under the awarded contract. Coordinate with the withdrawal management services



provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under the awarded contract.

3.2.13. Treatment Planning

3.2.13.1. The selected vendor(s) must complete individualized treatment plans for all clients based on clinical evaluation data within two (2) business days or two (2) sessions, whichever is longer from the clinical evaluation in Section 3.2.6 above or admission, whichever is later, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance operational requirements and that:

3.2.13.1.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

3.2.13.1.1.1. Specific, clearly defining what shall be done.

3.2.13.1.1.2. Measurable, including clear criteria for progress and completion.

3.2.13.1.1.3. Attainable, within the individual's ability to achieve.

3.2.13.1.1.4. Realistic, the resources are available to the individual.

3.2.13.1.1.5. Timely, something that needs to be completed within a stated period for completion that is reasonable.

3.2.13.1.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

3.2.13.2. Treatment plans must be updated when appropriate, based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain. Treatment plans must also be updated whenever goals have been met and problems have been resolved, or when new goals and new problems have been identified. and no less frequently than what is recommended by ASAM:



3.2.13.2.1. All level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is less frequent.

3.2.13.2.2. Level 2.1: Every six (6) sessions or every two (2) weeks, whichever is less frequent.

3.2.13.2.3. Level 2.5 through level 3.7: Every seven (7) sessions or every one (1) week, whichever is less frequent.

3.2.13.3. Treatment plan updates shall include:

3.2.13.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

3.2.13.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

3.2.13.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

3.2.13.3.4. Justification for continued treatment at the current level of care, transfer from one level of care to another within the same agency, or discharge from treatment at the agency, which must include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

3.2.13.3.4.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or



3.2.13.3.4.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve their issues. Individuals are actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

3.2.13.3.4.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively.

3.2.13.3.4.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

3.2.13.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS, or alternative Electronic Health Record (EHR) approved by the Department.

3.2.14. Coordination of Care

3.2.14.1. All coordination of care activities shall be compliant with state, federal laws and state and federal rules, including but not limited to 42 CFR Part 2.



- 3.2.14.2. The selected vendor(s) must refer clients to and coordinate a client's care with other providers and document the coordination, or client's refusal of the coordination, the client's record. These referrals include but but are not limited to:
 - 3.2.14.2.1. Primary care provider and if the client does not have a primary care provider, the selected vendor(s) must make an appropriate referral to one and coordinate care with that provider.
 - 3.2.14.2.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the selected Contractor must make an appropriate referral to one and coordinate care with that provider.
 - 3.2.14.2.3. Medication assisted treatment provider.
 - 3.2.14.2.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, then the selected Contractor must make an appropriate referral to one and coordinate care with that provider.
 - 3.2.14.2.5. Coordinate with case management services offered by the client's managed care organization, third party insurance or other provider, if applicable.
- 3.2.14.3. The selected vendor(s) must coordinate client services with the Department's Doorway contractors including, but not limited to:
 - 3.2.14.3.1. Ensuring timely admission of clients to services
 - 3.2.14.3.2. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and
 - 3.2.14.3.3. Referring clients to Doorway services at the time of discharge when a client is in need of Doorway services.
- 3.2.14.4. The selected vendor(s) must coordinate with the NH Ryan White HIV/AIDS program, for clients identified as at risk of or with HIV/AIDS.



- 3.2.14.5. Other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable.
- 3.2.14.6. The selected vendor(s) must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 3.2.14, below.
- 3.2.14.7. The selected vendor(s) must not prohibit clients from receiving services under the awarded contract when a client does not consent to information sharing in Section 3.2.14.6 below.
- 3.2.14.8. The selected vendor(s) must notify the clients whose consent to information sharing in Section 3.2.14.6 below that they have the ability to rescind the consent at any time without any impact on services provided under the awarded contract.
- 3.2.14.9. The selected vendor(s) must coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services, and to engage clients in peer recovery support services as applicable.
- 3.2.15. The selected vendor(s) must complete a brief Transfer Plan **the day of transfer**, when a client is transferring from one level of care to another *within the same agency*, during the same episode of care for all Services in Section 3.2.4, except for Transitional Living, in Section 3.2.4.1.6. To be written at time of transfer. It must address all ASAM (2013) domains, and must include at least one of the four (4) ASAM criteria for transfer and how client meets that criteria. It also must include transfer plan/recomendations, with specific information regarding further treatment at the agency.
- 3.2.16. The selected vendor(s) must discharge a client from WITS when they are discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are:
 - 3.2.16.1. All outpatient clients (individual outpatient, IOP, PHP etc), who have not received services in the past **30 days** must be discharged by day 30. Upon the client's return to treatment a new episode of care must be started, and all standard



admission steps must be taken (social detox screen, evaluation etc).

3.2.16.2. All residential clients (low intensity, high intensity etc.), who have not received services in the past **48 hours** must be discharged. The discharge must be completed within 7 days of the last day of service. Upon the client's return to treatment a new episode of care must be started, and all standard admission steps must be taken (social detox screen, evaluation etc).

3.2.17. The selected selected vendor(s) must identify the Termination Reason in the Program Enrollment in WITS for each client at the time of transfer or discharge from the program.

3.2.18. The selected vendor(s) must complete a brief Discharge Summary when a client is discharging from treatment at the contracted agency for all Services in Section 3.2.4, except for Transitional Living, in Section 3.2.4.1.6, that address all ASAM (2013) domains, including the process of transfer planning at the time of the client's intake to the program and that are in accordance with the operational requirements and that includes at least one of the following four (4) ASAM criteria for discharge, and how client meets the requirement. It must also include, in brief, the reason for admission, course of treatment, discharge assessment, strengths/liabilities, and discharge plan/recomendations, with specific information regarding referrals or further treatment. The selected vendor(s) must indicate:

3.2.18.1. Transfer/Discharge Criteria A: The patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

3.2.18.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less



intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

3.2.18.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

3.2.18.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care; and

3.2.18.5. Clear documentation that explains why continued services, transfer, or discharge is necessary for Transitional Living.

3.2.19. Client Education

3.2.19.1. The selected vendor(s) must offer to all eligible clients receiving services under the awarded contract, individual or group education on prevention, treatment, and nature of:

3.2.19.1.1. Hepatitis C Virus (HCV).

3.2.19.1.2. Human Immunodeficiency Virus (HIV).

3.2.19.1.3. Sexually Transmitted Diseases (STD).

3.2.19.1.4. The relationship between tobacco use and substance use and other mental health disorders.

3.2.19.2. The selected vendor(s) shall ensure that all clients are screened at intake and discharge for tobacco use, treatment needs and referral to the NH QuitLine, 1-800-QUIT-NOW or <https://quitworksnh.org/welcome-to-quitworks-nh/new-hampshire-tobacco-helpline/> as part of treatment planning.

3.2.20. Tobacco Free Environment

3.2.20.1. The selected vendor(s) must ensure a tobacco-free environment by having policies and procedures that include but are not limited to:

3.2.20.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.



- 3.2.20.1.2. Ensuring policies and procedures apply to employees, clients and employee or client visitors.
- 3.2.20.1.3. Prohibiting the use of tobacco products within the selected vendor(s) facilities at any time.
- 3.2.20.1.4. Prohibiting the use of tobacco in any selected vendor-owned vehicle.
- 3.2.20.1.5. Including whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 3.2.20.1.6. Including the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 3.2.20.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 3.2.20.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.
 - 3.2.20.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 3.2.20.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 3.2.20.1.7. Prohibiting tobacco use in personal vehicles when transporting people on authorized business.
- 3.2.20.2. The selected vendor(s) must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.
- 3.2.20.3. The selected vendor(s) must not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under the awarded contract.

3.3. Staffing

- 3.3.1. The selected Contractor must meet the minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in the resulting contract. The selected vendor(s) must ensure



written policies are available for Department review, as requested, for all required positions listed below:

3.3.1.1. A minimum of one NH Licensed Supervisor.

3.3.1.2. At a minimum, staffing levels must include:

3.3.1.2.1. For individual counseling: The ratio of clients to NH Licensed and Unlicensed Counselors who provide counseling to clients on an individual basis in any ASAM level of care should be based on: the clinician's ability to provide appropriate, effective, and evidence-based treatment to his or her clients within the setting; the type of treatment provided; the composition of the client population; and the availability of auxiliary services.

3.3.1.2.2. SUD treatment groups shall include no more than 12 individuals with one NH Licensed Counselor present or no more than 16 individuals when that Licensed Counselor is joined by a second Licensed Counselor, or an Unlicensed Counselor, or a CRSW or Uncertified CRSW.

3.3.1.2.3. Recovery support groups shall include no more than eight (8) individuals with one NH CRSW present or no more than 12 individuals when that CRSW is joined by a second CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.

3.3.1.2.4. Staffing ratios for milieu staff must be based upon the needs of the clients, and the staff's ability to ensure patient health, safety and well-being. In order to ensure client safety, areas where clients congregate, including common areas, group rooms, and classrooms, should always have a minimum of one floating Milieu/Line staff member able to move between common areas to observe clients at all times, when the space is occupied by clients. The following Milieu Staff to client ratio is required for all residential facilities. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to



fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and Contractor must be actively working to recruit new staff:

3.3.1.2.4.1. In a 3.5 level of care, or 3.5 co-occurring capable level of care, it is required there be:

3.3.1.2.4.1.1. A maximum of six (6) clients to 1 (one) Milieu/Line Staff Member present with clients, during awake hours, when clients are not participating in a group or individual session and

3.3.1.2.4.1.2. A maximum of 10 clients to one (1) awake Milieu/Line Staff during overnight hours.

3.3.1.2.4.2. In a 3.5 co-occurring enhanced level of care, or 3.7 level of care it is required there be:

3.3.1.2.4.2.1. A maximum of four (5) clients to one (1) Milieu/Line Staff Member present with clients during awake hours, when clients are not participating in a group or individual session and

3.3.1.2.4.2.2. A maximum of 10 clients to one (1) awake Milieu/Line during overnight hours.



- 3.3.1.2.4.3. In a 3.1 level of care it is required there be:
 - 3.3.1.2.4.3.1. A maximum of eight (8) clients to one (1) Milieu/Line staff member present with clients during awake hours, when clients are not participating in a group or individual session and
 - 3.3.1.2.4.3.2. A maximum 14 clients to one (1) awake Mileu/Line staff during overnight hours.
- 3.3.1.3. If the selected vendor believes any of the staffing requirements in sections 3.3.1.4.1.1 through 3.3.1.2.4.3 are inappropriate for proposed services, and the facility does not meet the staffing requirements, an exemption from the Department may be requested. The selected Vendor must provide both clinical and safety justifications for the requested exemption, which must be approved by the Department.
- 3.3.1.4. No Licensed Supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan.
- 3.3.1.5. Provide ongoing clinical supervision that occurs at regular intervals, and is documented in all staff members' records, in accordance with the Operational Requirements and evidence based practices, at a minimum:
 - 3.3.1.5.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.3.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;



- 3.3.2. The selected vendor(s) must provide training to staff providing SUD services under the contract on the following topics. This must be documented in all staff members' records:
 - 3.3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.3.2.2. The 12 core functions;
 - 3.3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
 - 3.3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3.3. The selected vendor(s) must have all Unlicensed Staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.3.2, and information security and confidentiality practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire. This must be documented in all staff members' records.
- 3.3.4. The selected vendor(s) must ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality. This must be documented in all staff members' records.
- 3.3.5. The selected vendor(s) must provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if the staff member started work after the contract effective date. This must also be done annually thereafter. Documentation of the trainings must be recorded in all staff members' records. The trainings must be on the following:
 - 3.3.5.1. The contract requirements.



- 3.3.5.2. All other relevant policies and procedures provided by the Department.
- 3.3.5.3. Hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs), annually. The selected vendor(s) must provide the Department with a list of trained staff.
- 3.3.6. The selected vendor(s) must notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.3.7. The selected vendor(s) must notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The selected vendor(s) must provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the selected vendor(s), with the notification.
- 3.3.8. The selected vendor(s) must notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.
- 3.3.9. The selected vendor(s) must have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, the selected vendor(s) must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.3.2, and appropriate information security and confidentiality practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.4. Administrative Remedies

- 3.4.1. The Department may impose administrative remedies for violations of contract requirements, including:
 - 3.4.1.1. Requiring a Contractor to submit a plan of correction (POC);



- 3.4.1.2. Imposing a directed POC upon a Contractor;
- 3.4.1.3. Suspension of a contract; or
- 3.4.1.4. Revocation of a contract.
- 3.4.2. When administrative remedies are imposed, the Department shall provide a written notice, as applicable, which:
 - 3.4.2.1. Identifies each deficiency;
 - 3.4.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.4.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.4.3. A POC shall be developed and enforced in the following manner:
 - 3.4.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC to the Department within 21 days of the date on the notice describing:
 - 3.4.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.4.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.4.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC.
 - 3.4.3.2. The Department shall review and accept each POC that:
 - 3.4.3.2.1. Achieves compliance with contract requirements;
 - 3.4.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.4.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.4.3.2.4. Specifies the date upon which the deficiencies will be corrected.
 - 3.4.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC.
 - 3.4.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC.



- 3.4.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable.
- 3.4.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC.
- 3.4.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.4.4.1. Reviewing materials submitted by the Contractor;
 - 3.4.4.2. Conducting a follow-up inspection; or
 - 3.4.4.3. Reviewing compliance during the next scheduled inspection.
- 3.4.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan.
- 3.4.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.
- 3.4.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.4.7.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.4.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or
 - 3.4.7.3. A revised POC submitted has not been accepted.

3.5. Inspections

- 3.5.1. The selected vendor(s) must ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act (ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The selected vendor shall ensure each site has:
 - 3.5.1.1. A reception area separate from living and treatment areas;
 - 3.5.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;



- 3.5.1.3. Secure storage of active and closed confidential client records;
and
- 3.5.1.4. Separate and secure storage of toxic substances.
- 3.5.2. The selected vendor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:
 - 3.5.2.1. The facility premises;
 - 3.5.2.2. All programs and services provided under the contract; and
 - 3.5.2.3. Any records required by the contract.
- 3.5.3. The Department may issues a notice of deficiencies when, as a result of any inspection, the Department determines that the selected vendor is in violation of any of the contract requirements.
- 3.5.4. If the notice identifies deficiencies to be corrected, the selected vendor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.

3.6. Web Information Technology System

- 3.6.1. The selected selected vendor(s) must use the Web Information Technology System (WITS) to record client contact within three (3) days following the activity. The selected vendor(s) must utilize WITS to record all BDAS client activities, including, but not limited to:
 - 3.6.1.1. Determining individual eligibility.
 - 3.6.1.2. Reporting all data that is used to calculate and analyze National Outcome Measures.
 - 3.6.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.
 - 3.6.1.4. Providing other information as required by the Department.
- 3.6.2. The selected vendor(s) must, before providing services, provide the client with the WITS Information Acknowledgement and obtain the client's signature on that format the time of admission to treatment.
- 3.6.3. Any client refusing to sign the WITS Information Acknowledgement in 3.4.2 shall not be entered into the WITS system.



- 3.6.3.1. The selected selected vendor(s) must contact the Department to establish alternative reporting and billing procedures.
- 3.6.3.2. Selected vendor(s) may not refuse treatment if a client refuses to sign the WITS Information Acknowledgement, despite not being able to enter them in WITS. The selected vendor(s) must establish a policy to document client activity elsewhere.
- 3.6.3.3. The selected vendor(s) must agree to the Information Security Requirements in Appendix A.
- 3.6.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department. The selected vendor(s) may use WITS to enter information for non-BDAS clients, as approved by the Department, if the selected vendor was utilizing WITS prior to contract year 2019 and does not have an alternative electronic health record available for use. The selected vendor shall cease utilizing WITS if a client obtains another funding source while in treatment, unless otherwise approved by the Department. Clients who are in a program that is funded by or under the oversight of the Department include:
 - 3.6.4.1. Individuals receiving BDAS-funded SUD treatment services,
 - 3.6.4.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
 - 3.6.4.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
- 3.6.5. In addition to using WITS, the selected vendor(s) may use their own electronic health record upon approval by the Department only if the Department has access to the EHR, to record and track other data not collected in WITS.
- 3.6.6. The selected vendor(s) must record in WITS that a client has been discharged when the client has completed a treatment episode. See paragraph 3.2.15 for further instructions.
- 3.6.7. When using WITS, the selected selected vendor(s) must follow all the instructions and requirements in the most current WITS User Guide provided by the Department.

3.7. Telehealth



- 3.7.1. Outpatient services may be delivered via telehealth through secure telecommunication technology when clinically appropriate as documented in the client's treatment plan.
- 3.7.2. The service rendered must be clinically appropriate for telehealth, and within the selected vendor(s) scopes of practice.
- 3.7.3. The selected vendor(s) is/are prohibited from using public facing applications such as Facebook Live, Twitch, TickTok, or other similar video communication applications.
- 3.7.4. Employees of the selected vendor(s) may render telehealth services from a (distant remote site) instead of from the Contractor's facility. Confidentiality and privacy protections still apply to all telehealth services, under the same laws that protect the confidentiality of in-person services.
- 3.7.5. Additionally, the selected vendor(s) must adhere to all relevant state and federal regulations regarding telehealth not identified in the contract, as well as regulations regarding face-to-face services.

3.8. Reporting Requirements

- 3.8.1. The selected vendor(s) must report client demographic data in WITS for all BDAS funded clients as specified in the current WITS User Guide.
- 3.8.2. The selected vendor(s) must report client National Outcome Measures (NOMS) data in WITS for:
 - 3.8.2.1. 100% of all clients at admission.
 - 3.8.2.2. 100% of all clients who are discharged.
- 3.8.3. The selected vendor(s) must report all data in WITS *necessary* for *calculation* of the following performance measures as specified in the WITS User Guide:
 - 3.8.3.1. Initiation: Percentage of clients accessing services within 14 days of screening;
 - 3.8.3.2. Engagement: Percentage of clients receiving three (3) or more eligible services within 34 days of screening;
 - 3.8.3.3. Retention: Percentage of clients receiving six (6) or more eligible services within 60 days of screening;
 - 3.8.3.4. Treatment completion: Percentage of clients completing treatment; and
 - 3.8.3.5. The following National Outcome Measures (NOMS):



- 3.8.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.
- 3.8.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.
- 3.8.3.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
- 3.8.3.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
- 3.8.4. Increase in/no change in number of individuals participating in community support services at last service compared to first service.
- 3.8.5. The selected vendor(s) must report all other data as specified in the WITS User Guide to support the Department's analysis and reporting on demographics, performance, services and other factors as determined by the Department. This reporting shall be done in a format specified by the Department.
- 3.8.6. Monthly contract compliance reporting shall be completed no later than the 10th day of the month following the reporting month. Data reports will be shared with the Contractor. Reporting shall be done in a manner required by the Department.
- 3.8.7. Quarterly contract compliance reporting shall be completed by the Contractor no later than the 10th day of following month in a manner required by the Department.
- 3.8.8. The selected vendor(s) must report all critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The selected vendor(s) must agree that:
 - 3.8.8.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:
 - 3.8.8.1.1. Abuse;
 - 3.8.8.1.2. Neglect;



- 3.8.8.1.3. Exploitation;
 - 3.8.8.1.4. Rights violation;
 - 3.8.8.1.5. Missing person;
 - 3.8.8.1.6. Medical emergency;
 - 3.8.8.1.7. Restraint; or
 - 3.8.8.1.8. Medical error.
- 3.8.9. The selected vendor(s) must notify the Bureau in writing of all contact with law enforcement as soon as possible and no more than 24 hours following the incident;
- 3.8.10. The selected vendor(s) must notify the Bureau in writing of all Media contacts as soon as possible and no more than 24 hours following the incident; and
- 3.8.11. The selected vendor(s) must report sentinel events in accordance with the Department's Sentinel Even Reporting guidance available at <https://www.dhhs.nh.gov/bqai/hsa.htm>.

3.9. Performance Measures

- 3.9.1. Contract performance shall be measured as in Section 3.9.2 below to evaluate service quality and efficacy in mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 3.9.2. The following performance measures will be used by the Department to evaluate selected vendor performance:
- 3.9.2.1. Initiation: Percentage of clients accessing services within 14 days of screening;
 - 3.9.2.2. Engagement: Percentage of clients receiving three (3) or more eligible services within 34 days of screening;
 - 3.9.2.3. Retention: Percentage of clients receiving six (6) or more eligible services within 60 days of screening;
 - 3.9.2.4. Treatment completion: Percentage of clients completing treatment; and
 - 3.9.2.5. National Outcome Measures (NOMS) The percentage of clients out of all clients discharged improved in at least three (3) out of five (5) NOMS outcome criteria:



- 3.9.2.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared to the period of 7 days before and the date of first service during an episode of care (or previous episode of care for clients referred for services from a different BDAS contracted SUD treatment provider).
 - 3.9.2.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.
 - 3.9.2.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
 - 3.9.2.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
 - 3.9.2.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.
- 3.9.3. At a minimum, the selected vendor(s) shall meet or exceed baseline performance. The Department intends to set minimum performance improvement requirements for the selected vendor(s). As part of setting these improvement targets, the Department seeks to actively and regularly collaborate with the selected vendor(s) to develop a performance improvement structure that will enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 3.9.4. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, the selected vendor(s) must collect and share data with the Department in a format specified by the Department.
- 3.9.5. The selected vendor(s) must participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
- 3.9.5.1. Participation in electronic and in-person client record reviews.
 - 3.9.5.2. Participation in **site** visits.



- 3.9.5.3. Participation in **training** and technical assistance activities as directed by the Department.
- 3.9.6. The selected vendor(s) must monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 3.9.6.1. Maintain a consistent service capacity for substance use disorder treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.
 - 3.9.6.2. The selected vendor(s) shall refer to the current WITS User Guide for further guidance on NOMS and other data reporting requirements.

3.10. Compliance

3.10.1. Facilities License

- 3.10.1.1. The selected vendor(s) must be licensed for all residential services provided with the Department's Health Facilities Administration.
- 3.10.1.2. The selected vendor(s) must comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 3.10.1.3. The selected vendor(s) must ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.
- 3.10.1.4. The selected vendor(s) must submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the selected vendor can no longer provide services. The selected selected vendor must ensure the plan includes, but is not limited to:
 - 3.10.1.4.1. A transition action plan that ensures the seamless transition of clients to alternative providers with no gap in services.



- 3.10.1.4.2. Where and how client records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for client records; and
- 3.10.1.4.3. Client notification processes and procedures for transitioning records.
- 3.10.1.5. The selected vendor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 3.10.1.6. The selected vendor(s) must meet all information security and privacy requirements as set by the Department.
- 3.10.1.7. The selected vendor(s) must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 3.10.1.7.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 3.10.1.7.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 3.10.1.7.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the



provision of services and all invoices submitted to the Department to obtain payment for such services.

3.10.1.7.4. Medical records on each patient/recipient of services.

3.10.1.8. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by The Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from The Contractor.

3.10.2. Credits and Copyright Ownership

3.10.2.1. If a Contractor wishes to publicly reference or market their use of American Society of Addiction Medicine (ASAM) criteria, or utilize language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, Contractor must agree to sign and have in effect, the end user license agreement with the State of New Hampshire prior to publicly referencing or marketing their services as such. Contractors will agree to comply with the terms of the end user license agreement, see Appendix F, or they shall not be permitted to publicly reference or market their use of anything related to American Society of Addiction Medicine.

3.10.2.2. All documents, notices, press releases, research reports and other materials prepared during or resulting from the



performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of *Health and Human Services*."

3.10.2.3. All written, video and audio materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

3.10.2.4. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:

3.10.2.4.1. Brochures.

3.10.2.4.2. Resource directories.

3.10.2.4.3. Protocols.

3.10.2.4.4. Guidelines.

3.10.2.4.5. Posters.

3.10.2.4.6. Reports.

3.10.2.5. The selected Contractor(s) shall not reproduce any materials produced under the contract without prior written approval from the Department.

3.10.3. Culturally and Linguistically Appropriate Services

3.10.3.1. The Department is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, Department is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment, Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.



- 3.10.3.2. The Department requires all Contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 3.10.3.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing CLAS Section of the RFP, and, in the Contractor/RFP section of the Department's website.
- 3.10.3.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 3.10.3.5. Contractors are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 3.10.3.6. Successful Contractors will be:
 - 3.10.3.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of



the date the contract is approved by Governor and Council; and

3.10.3.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Contractor/RFP section of the Department's website.

3.10.3.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:

3.10.3.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);

3.10.3.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;

3.10.3.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and

3.10.3.7.4. The resources available to the organization to provide language assistance.

3.10.3.8. **Contractors are required to complete the TWO (2) steps listed in the Appendix C to this RFP, as part of their Proposal.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Contractors' program design, which in turn, will allow Contractors to put forth the best possible Proposal.



- 3.10.3.9. For guidance on completing the two steps in Appendix C, please refer to Proposer's Reference for Completing the CLAS Section of the RFP, which is posted on the Department's website. <http://www.dhhs.nh.gov/business/forms.htm>.

3.11. Audit Requirements

- 3.11.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
- 3.11.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 3.11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 3.11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 3.11.2. If Condition A exists, the Contractor must submit an annual **single audit** performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of The Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 3.11.3. If Condition B or Condition C exists, the Contractor must submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 3.11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 3.11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor must be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the



Contract to which exception has been taken, or which have been disallowed because of such an exception.

- 3.11.6. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 3.11.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:
 - 3.11.7.1. The action(s) that shall be taken to correct each deficiency;
 - 3.11.7.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;
 - 3.11.7.3. The specific steps and time line for implementing the actions above;
 - 3.11.7.4. The plan for monitoring to ensure that the actions above are effective; and
 - 3.11.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness

3.12. Contract Monitoring Provisions

- 3.12.1. All Contractors must complete Appendix B, Contract Monitoring Provisions
- 3.12.2. The Department will use Contractor responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Contractor is awarded a contract. The risk assessment will not be used to disqualify or score Proposals.
- 3.12.3. The Department will complete the risk assessment utilizing multiple factors that include, but are not limited to:
 - 3.12.3.1. Grant management experience.
 - 3.12.3.2. Documented history of non-performance or non-compliance.
 - 3.12.3.3. Audit findings.
 - 3.12.3.4. Recent personnel or system changes.
 - 3.12.3.5. Financial solvency.
 - 3.12.3.6. Adequacy of internal controls.



- 3.12.4. The Department may incorporate contract monitoring procedures and activities into the final contract to address identified risks, which may include but are not limited to:
 - 3.12.4.1. Requiring the Contractor to provide fiscal reports and documentation behind reports to the Department for review.
 - 3.12.4.2. Reviewing Contractor reporting processes and systems for data integrity.
 - 3.12.4.3. Performing file reviews to ensure Contractor compliance with state and federal laws and rules in the administration of the contract.
 - 3.12.4.4. Conducting site visits to assess Contractor compliance with applicable contract objectives and requirements.
 - 3.12.4.5. Reviewing Contractor expenditure details to ensure all expenditures are allowable and in compliance with federal and state laws and other applicable policies or rules.
 - 3.12.4.6. Providing targeted training or technical assistance to the Contractor.
 - 3.12.4.7. Reviewing monthly financial data to assess Contractor financial solvency.
- 3.12.5. Statement of Contractor's Financial Condition
 - 3.12.5.1. The Proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered by the Department as part of the risk assessment to determine if enhanced contract monitoring is required if a contract is awarded.
 - 3.12.5.2. Each Proposer must submit audited financial statements for the four (4) most recently completed fiscal years. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles.
 - 3.12.5.3. Complete financial statements must include the following:
 - 3.12.5.3.1. Opinion of Certified Public Accountant;



- 3.12.5.3.2. Balance Sheet;
 - 3.12.5.3.3. Income Statement;
 - 3.12.5.3.4. Statement of Cash Flow;
 - 3.12.5.3.5. Statement of Stockholder's Equity of Fund Balance;
 - 3.12.5.3.6. Complete Financial Notes; and
 - 3.12.5.3.7. Consolidating and Supplemental Financial Schedules.
- 3.12.5.4. A Proposer, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Proposer, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Contractor alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.
- 3.12.5.5. If a Proposer is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the Proposer shall submit the following as part of its proposal:
- 3.12.5.6. Uncertified financial statements; and
 - 3.12.5.7. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

4. FINANCE

4.1. Financial Standards

- 4.1.1. The Department anticipates using Federal, General (State) and Governor Commission funds for the resulting contract(s). The



Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. Any selected vendor will be subject to the requirements in the Catalog of Federal Domestic Assistance (CFDA) #93.959, U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Substance Abuse Prevention & Treatment Block Grant (SAPT) or the requirements of the selected funding source.

4.1.2. The selected Contractor (s) agrees to bill and seek reimbursement for services provided to individuals pursuant to a contract resulting from a successful proposal to this solicitation as follows:

4.1.2.1. For Medicaid enrolled individuals through the Department’s Medicaid Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule located at [https://nhmmis.nh.gov/portals/wps/wcm/connect/f1e0af804d28108da79ae743404d4a9b/NHCSR-OMBP-2-Fee+Schedules-\(SUD+Posting\)-Attachment1-20200306.pdf?MOD=AJPERES](https://nhmmis.nh.gov/portals/wps/wcm/connect/f1e0af804d28108da79ae743404d4a9b/NHCSR-OMBP-2-Fee+Schedules-(SUD+Posting)-Attachment1-20200306.pdf?MOD=AJPERES).

4.1.2.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor’s agreement with the applicable Managed Care Organization for such services.

4.1.2.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Client’s income of the Federal Poverty Level (FPL)	Percentage of Contract Rate to Charge the Client
0%-138%	0%
139%-149%	8%
150%-199%	12%
200%-249%	25%
250%-299%	40%



300%-349%	57%
350%-399%	77%

- 4.1.2.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the selected vendors will directly bill the Department to access funds in the resulting contracts.
- 4.1.2.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses and must reflect shall only amounts up to the current Medicaid rate for the services provided.
- 4.1.2.6. For the purposes of this RFP, services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

4.2. Cost Proposal - Budget, Staff List and Budget Narrative

- 4.2.1. To be considered for an award, vendor(s) must meet the **minimum cost proposal thresholds**:
 - 4.2.1.1. Budget Sheet – 21 Points
 - 4.2.1.2. Staff List – 10 Points
- 4.2.2. Vendors not meeting the minimum cost proposal thresholds will not be considered for a contract.
- 4.2.3. Proposers must complete Appendix D, Budget Sheet and Appendix E, Program Staff List for each State Fiscal Year (July 1 through June 30). This is not a low cost award.
- 4.2.4. Proposers must provide a Budget Narrative that explains the specific line item costs included in the Appendix D, Budget Sheet and their direct relationship to meeting the objectives of this RFP. The Budget Narrative must explain how each position included in Appendix E, Program Staff List pertains to the proposal and what activities they will perform.



- 4.2.5. Proposers must comply with the funding requirements of the CFDA identified in Paragraph 4.1.1. The budget proposal submitted in response to this RFP must only include allowable expenses that are directly related to service delivery. **Budgets must reflect of a minimum of \$50,000.** More information regarding allowable expenses can be found online at : https://www.samhsa.gov/sites/default/files/grants/oppi_fy2020-2021_sabgfundingagreements_091718_final.pdf
- 4.2.6. A maximum of **100 Points** will be allotted to Cost Proposals which must include a Budget Sheet, Program Staff List and Budget Narrative as follows:
- 4.2.6.1. The Budget Sheet has a maximum 70-point value. Vendors must meet the minimum threshold of 21 points for the Budget Sheet in order to be considered for an award. Scoring will be based on the following criteria:

Budget Sheet – 70 Points (21 Point Minimum)	
Score	Criteria
0-20	Costs are not allowable.
	Reader cannot understand the relationship of cost relative to the proposed services.
	Cost items do not directly align with objectives of the RFP.
	Costs are not reasonable.
	The costs do not represent significant value relative to anticipated outcomes.
21-48	Reader can generally understand the relationship of cost relative to the proposed services.
	Cost items are mostly aligned with the objectives of the RFP.
	Costs are predominantly reasonable.
49-70	Costs relative to outcomes are adequate and meet the objectives of RFP
	Reader has a thorough understanding of the relationship of cost relative to the proposed services.
	Cost items directly align with objectives of the RFP.
	Costs are reasonable.
	The costs represent significant value relative to anticipated outcomes.



4.2.6.2. The Program Staff List has a maximum 30-point value. Vendors must meet the minimum threshold of **10 points** for the Program Staff List in order to be considered for an award. Scoring will be based on the following criteria:

Program Staff List – 30 Points (10-Point Minimum)	
Score	Criteria
0-9	Staffing costs are not reasonable.
	Reader cannot understand the relationship of staffing costs relative to the proposed services.
	Staffing cost items do not directly align with objectives of the RFP.
	The staffing costs do not represent significant value relative to anticipated outcomes.
10-21	Reader can generally understand the relationship of staffing costs relative to the proposed services.
	Staffing cost items are mostly aligned with the objectives of the RFP.
	Staffing costs are predominantly reasonable.
	Staffing costs relative to outcomes are adequate and meet the objectives of RFP
22-30	Reader has a thorough understanding of the relationship of staffing costs relative to the proposed services.
	Staffing cost items directly align with objectives of the RFP.
	Staffing costs are reasonable.
	Staffing costs represent significant value relative to anticipated outcomes.

5. PROPOSAL EVALUATION

5.1. Evaluation

5.1.1. The Department will use a scoring scale of **230 points** for the Technical Proposal. Vendors must obtain a **minimum score of 116 Technical Proposal Points** in order to be considered for an award.

5.1.2. The Department will select Contractors based upon the criteria and standards contained in this RFP and applying the points set forth below.

5.1.2.1. Questions will be scored using the following scoring method:



Topic	Point Value
Qualifications (Q1)	50
Experience (Q2)	50
ASAM (Q3)	20
Knowledge (Q4)	20
Samples (Q5)	30
Collaboration & Wraparound (Q6)	45
Staffing Plan (Q7)	15
Total:	230

5.1.2.2. Each set of responses to questions in Subsection 5.2, below, will result in a stand-alone score. Each question will be scored based on the following scoring matrix:

Q1	Q2	Q3	Q4	Q5	Q6	Q7	Criteria
0-12	0-12	0-5	0-5	0-7	0-11	0-3	Does not demonstrate what is requested; lacks detail in description; or information does not pertain to the question.
12-24	12-24	6-10	6-10	8-14	12-23	4-6	Somewhat demonstrates what is requested; contains minimal details in description; information provided reflects and addresses the question.
24-36	24-36	11-15	11-15	15-21	24-35	7-10	Mostly demonstrates what is requested; sufficient details are provided; information provided clearly pertains to the question asked.
37-50	37-50	16-20	16-20	22-30	36-45	11-15	Completely demonstrates what is requested; detailed



							and susinct; fully addresses the question asked.
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5.1.3. A team of qualified individuals will review applications and assign scores based on the applicable criteria. Scores will be ranked highest to lowest for each region. The Department will make an award to the highest scoring vendor based on the amount requested in their cost proposal. If funding is still available, the Department will make an award to the second highest scoring vendor based on the amount requested in their proposal. The Department will utilize this methodology to make awards to the subsequent highest scoring Applicants until all funding is expended.

5.1.4. If the Department does not have sufficient funds available to fulfill an vendor’s full request, the Department may work with the vendor to provide a reduced amount for the proposed services.

5.2.RFP Questions – Vendors responses are limited to a maximum of 25 total pages, excluding Question 5, which has no page limits.

5.2.1. **Qualifications – (Q1)** Describe your qualifications for providing substance use disorder treatment and recovery support services. Identify the region(s) in which services will be provided; ASAM levels of care / transitional living services that will be provided; and if specialty populations and/or services will be provided.

5.2.2. **Experience – (Q2)** Describe, in detail, staff experience with providing quality services to the population served. Provide a brief history of your organization in providing treatment and/or recovery services. Include your understanding of the population needs within your community, and how services provided positively impact the community.

5.2.3. **ASAM – (Q3).** Provide a proposed workplan that ensures ASAM Criteria is utilized for placement, continued stay, transfer or discharge of patients. Include how you will ensure continued fidelity to ASAM Criteria in day-to-day services.

5.2.4. **Knowledge (Q4).** Explain how the six ASAM dimensions of multidimensional assessment are engaged when evaluating individuals for services, and how treatment plans are developed using the initial assessment.



- 5.2.5. **Sample Evaluation (Q5)** Provide three different samples of fictitious comprehensive ASAM evaluations of individuals and resulting initial treatment plans that are based on ASAM Criteria.
- 5.2.6. **Collaboration and Wraparound (Q6)** How do you identify other providers involved in a client’s care, including but not limited to Primary Care Provider (PCP), Mental Health Provider, MAT Provider, Peer Recovery services, and other social services agencies. How will you ensure comprehensive wraparound services are provided to individuals?
- 5.2.7. **Staffing Plan (Q7)** : Provide your proposed staffing plan. Include job descriptions for vacant positions, resumes for clinical supervisors and your staff retention plan that ensures continuity of services and mitigation of gaps in services.

5.3. Award Allocation

- 5.3.1. Funding for the resulting contract(s) is anticipated to be available in the amounts listed below. However, these amounts are approximate and may be increased or decreased to meet the needs of the Department.

State Fiscal Year	Anticipated Amount Available
September 30, 2021-June 30, 2022	\$3,427,803.00
July 1, 2022-June 30, 2023	\$4,429,470.00
July 1, 2023-September 29, 2023	\$1,107,368.00
Total	\$8,964,641.00

- 5.3.2. To qualify for a contract award, Proposers must meet **minimum score thresholds** of:
 - 5.3.2.1. Budget Sheet – 21 Points
 - 5.3.2.2. Staff List – 10 Points
 - 5.3.2.3. RFP Technical Questions – 116 Points
- 5.3.3. The Department will award a contract to each vendor that qualifies for an award. Contract awarding is upon the contract allocation method described below.
- 5.3.4. Funding will be awarded to vendors as follows:



- 5.3.4.1. All applications obtaining a minimum score of **147 Points, as detailed in Paragraph 5.3.2**, above, will be considered for funding requested as long as the total amount requested from all vendors during for the region does not exceed the amount of funding available.
- 5.3.4.2. If the total amount requested among all vendors exceeds the amount of funding available, the Department will apply the following formula to funding amounts requested in proposals received from vendors for each region:
 - 5.3.4.2.1. Total Amount of Available Funding (TAAF) / Total Funding Amount Requested from Vendors (with a minimum score of 147 as detailed in Paragraph 5.3.2) (TFAR) = Vendor Factor (VF)
 - 5.3.4.2.2. $VF * \text{Vendor Requested Amount (VRA)} = \text{Vendor Award}$

Example: If the Department has \$1,300,000 for funding and receives three (3) applications, then:

The total amount requested among all vendors who attain a minimum score is as follows:

Vendor A = \$1,000,000

Vendor B = \$500,000

Vendor C= \$900,000

TAAF = \$1,300,000

TFAR = \$2,400,000

VF = TAAF/TFAR

VF = 54.1667% Used to Award as Follows:

Vendor A \$1,000,000 * .54 = \$541,667

Vendor B \$500,000 * 54 = \$270,833

Vendor C \$900,000 * 54 = \$487,500

Total Distribution = \$1,300,000

6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

- 6.1.1. The sole point of contact, the Contract Specialist, relative to the proposal process for this RFP, from the RFP issue date until the selection of a



Proposer, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Shannon Quinn, Contract Specialist
Bureau of Contracts & Procurements
129 Pleasant Street
Concord, New Hampshire 03301
Email: Shannon.Y.Quinn@dhhs.nh.gov
Phone: 603-271-9685

- 6.1.2. From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Department regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact listed in Section 6.1.1, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Proposers may be disqualified for violating this restriction on communications.

6.2. Procurement Timetable

<u>Procurement Timetable</u>		
(All times are according to Eastern Time. The Department reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	Release RFP	July 20, 2021
2.	Letter of Intent Submission Deadline (OPTIONAL)	July 26, 2021
3.	RFP Questions Submission Deadline	July 26, 2021 11:59 PM
4.	Department Response to Questions Published	August 9, 2021
5.	Proposal Submission Deadline	August 19, 2021 11:59 PM

6.3. Letter of Intent

- 6.3.1. A Letter of Intent to submit a Proposal in response to this RFP is optional.



- 6.3.2. Receipt of the Letter of Intent by Department will be required to receive any correspondence regarding this RFP; any RFP amendments, in the event such are produced; or any further materials on this project, including electronic files containing tables required for response to this RFP; any addenda; corrections; schedule modifications; or notifications regarding any informational meetings for Contractors; or responses to comments; or questions.
- 6.3.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 6.1.
- 6.3.4. The Proposer is responsible for successful email transmission. The Letter of Intent must include the name, telephone number, mailing address and email address of the Contractor's designated contact. The Department will provide confirmation of receipt of the Letter of Intent if the name and email address of the person to receive such confirmation is provided by the Contractor.
- 6.3.5. Notwithstanding the Letter of Intent, Contractors remain responsible for reviewing the most updated information related to this RFP before submitting a proposal.

6.4. Questions and Answers

6.4.1. Proposers' Questions

- 6.4.1.1. All questions about this RFP including, but not limited to, requests for clarification, additional information or any changes to the RFP must be made in writing, by email only, citing the RFP page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 6.1.
- 6.4.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 6.4.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 6.4.1.4. Questions must be received by the Department by the deadline given in Subsection 6.2, Procurement Timetable.

6.4.2. Department Answers



The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 6.2, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<http://www.dhhs.nh.gov/business/rfp/index.htm>). Contractors will be sent an email to the contact identified in the Letters of Intent indicating that the Questions and Answers have been posted on the Department's website. This date may be subject to change at the Department's discretion.

6.5.Exceptions

- 6.5.1. The Department will require the successful Proposer to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Contractor believes that exceptions to Appendix A will be necessary for the Contractor to enter into a Contract, the Contractor must note those issues during the RFP Question Period in Subsection 6.2. Proposers may not request exceptions to the Scope of Services or any other sections of this RFP.
- 6.5.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.
- 6.5.3. If the Department accepts a Proposer's exception, the Department will, at the conclusion of the RFP Question Period, provide notice to all potential Contractors of the exceptions that have been accepted and indicate that exception is available to all potential Contractors by publication of the Department's answers on or about the date indicated in Subsection 6.2.
- 6.5.4. Any exceptions to the standard form contract and exhibits that are not raised by a Proposer during the RFP Question Period will not be considered. In no event is a Contractor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this solicitation.

6.6.RFP Amendment

The Department reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Proposer questions. In the event of an amendment to the RFP, the Department, at its sole discretion, may extend the Proposal Submission Deadline. Proposer who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the Department's website.



6.7. Proposal Submission

- 6.7.1. Proposals must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Subsection 6.1.
 - 6.7.1.1. The subject line must include the following information: RFP-2022-BDAS-01-SUBST (email xx of xx).
 - 6.7.1.2. The maximum size of file attachments per email is 10 MB. Proposals with file attachments exceeding 10 MB must be submitted via multiple emails.
- 6.7.2. The Department must receive the Proposal by the time and date specified in the Procurement Timetable in Section 6 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 6.7.3. The Department will conduct an initial screening step to verify Proposer compliance with the submissions requirements of this RFP. The Department may waive or offer a limited opportunity for a Proposer to cure immaterial deviations from the RFP requirements if it is deemed to be in the best interest of the Department.
- 6.7.4. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of the Proposals shall be at the Proposer's expense.

6.8. Non-Collusion

The Proposer's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Contractors and without effort to preclude the Department from obtaining the best possible competitive proposal.

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as a subcontractor subject to the terms of Appendix A, P-37 General Provisions and Standard Exhibits.

6.10. Validity of Proposals

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later.

6.11. Property of Department



All material property submitted and received in response to this RFP will become the property of the Department and will not be returned to the Proposer. The Department reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.12. Proposal Withdrawal

Prior to the Proposal Submission Deadline specified in Subsection 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 6.1.

6.13. Public Disclosure

- 6.13.1. Pursuant to RSA 21-G: 37, the content of responses to this RFP must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Proposals, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Department will post the name, rank or score of each Proposer. The Proposer's disclosure or distribution of the contents of its Proposal, other than to the Department, will be grounds for disqualification at the Department's sole discretion.
- 6.13.2. The content of each Proposal and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a Proposal in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.
- 6.13.3. Insofar as a Proposer seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Proposer must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Proposal section the specific information the Contractor claims to be exempt from public disclosure pursuant to RSA 91-A:5. **The Proposer is strongly encouraged to provide a redacted copy of their Proposal.**



6.13.4. Each Proposer acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a request for the information identified by a Proposer as confidential, the Department shall notify the Proposer and specify the date the Department intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Proposer's responsibility and at the Proposer's sole expense. If the Proposer fails to obtain a court order enjoining the disclosure, the Department may release the information on the date the Department specified in its notice to the Proposer without incurring any liability to the Proposer.

6.14. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Department to award a contract. The Department reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new procurement process.

6.15. Liability

By submitting a Proposal in response to this RFP, a Proposer agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by a Proposer in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.16. Request for Additional Information or Materials

The Department may request any Proposer to provide additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Proposer with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance.

6.17. Oral Presentations and Discussions

The Department reserves the right to require some or all Proposers to make oral presentations of their Proposal. The purpose of the oral presentation is to clarify and expound upon information provided in the written Proposal. Proposers are prohibited from altering the original substance of their Proposals during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Proposer.

6.18. Successful Proposer Notice and Contract Negotiations



- 6.18.1. If a Proposer is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Proposer(s), all submitted Proposals remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Proposer(s), the evaluation team may recommend another Proposer(s). The Department will not contact Proposer(s) that are not initially selected to enter into contract negotiations.

6.19. Scope of Award and Contract Award Notice

- 6.19.1. The Department reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 6.19.2. If a contract is awarded, the Contractor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.
- 6.19.3. The Department reserves the right to award contracts at a lesser amount than proposed by the Proposer in its Cost Proposal. The Department will use the following method to allocate funding:

6.20. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Proposer's location or at any other location deemed appropriate by the Department, to determine the Proposer's capacity to satisfy the terms of this RFP. The Department may also require the Proposer to produce additional documents, records, or materials relevant to determining the Proposer's capacity to satisfy the terms of this RFP. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Proposer.

6.21. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G: 37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G: 37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37,IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

6.22. Contingency



Aspects of the award may be contingent upon changes to state or federal laws and regulations.

6.23. Ethical Requirements

From the time this RFP is published until a contract is awarded, no Proposer shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Proposer that violates RSA 21-G: 38 shall be subject to prosecution for an offense under RSA 640:2. Any Proposer who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting an Proposal to this RFP, or similar request for submission and every such Proposer shall be disqualified from submitting any Proposal or similar request for submission issued by any state agency. A Proposer that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

7.1.1.1. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3.

7.1.1.2. Proposals must be submitted electronically as specified in Subsection 6.7.

7.1.1.3. Proposers must submit a separate electronic document for the Technical Proposal and a separate electronic document for the Cost Proposal.

7.1.1.4. Fax or hard copies will not be accepted.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section.

7.2.2. **Technical Proposal Contents** – The Transmittal Cover Letter must:

7.2.2.1. Be on the Proposer's company letterhead.



7.2.2.2. Be signed by an individual who is authorized to bind the company to all statements, including services and prices contained in the Proposal.

7.2.2.3. Contain the following:

7.2.2.3.1. Identify the submitting organization;

7.2.2.3.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;

7.2.2.3.3. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;

7.2.2.3.4. Identify the name, title, telephone number, and email address of the person who will serve as the Contractor's representative for all matters relating to the RFP;

7.2.2.3.5. Acknowledge that the Proposer has read this RFP, understands it, and agrees to be bound by its requirements;

7.2.2.3.6. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications;

7.2.2.3.7. Confirm that Appendix A P-37 General Provisions and Standard Exhibits has been read and is understood;

7.2.2.3.8. Explicitly state that the Proposal is valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later; and

7.2.2.3.9. Include the date that the Proposal was submitted.

7.2.3. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.



7.2.4. **Executive Summary.** A Proposer must submit an executive summary to:

7.2.4.1. Provide the Department with an overview of the organization and what the Contractor intends to provide, which include the number of individuals to be served;

7.2.4.2. Demonstrate an understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;

7.2.4.3. Demonstrate the overall design of the project in response to achieving the deliverables as defined in this RFP; and

7.2.4.4. Demonstrate familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.5. Proposal Narrative, Project Approach, and Technical Response

7.2.5.1. The Proposer must answer all questions and must include all items requested for the Proposal to be considered. Proposers are encouraged, but not required to include a Word version of the proposal narrative in the electronic copy.

7.2.6. Description of Organization

7.2.6.1. Proposers must include in their Proposal a summary of the company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP. At a minimum, the description must include:

7.2.6.1.1. General company overview;

7.2.6.1.2. Ownership and subsidiaries;

7.2.6.1.3. Company background and primary lines of business;

7.2.6.1.4. Number of employees;

7.2.6.1.5. Headquarters and satellite locations;

7.2.6.1.6. Current project commitments;

7.2.6.1.7. Major government and private sector clients;

7.2.6.1.8. Mission Statement;



- 7.2.6.1.9. The programs and activities of the company;
- 7.2.6.1.10. The number of people served;
- 7.2.6.1.11. Company accomplishments;
- 7.2.6.1.12. Reasons the company is capable of effectively completing the services outlined in the RFP; and
- 7.2.6.1.13. All strengths considered to be assets to the company.

7.2.6.2. The Proposer should demonstrate the length, depth, and applicability of all prior experience in providing the requested services as well as the skill and experience of staff.

7.2.7. Proposer's References

7.2.7.1. The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Contractor. Particular emphasis should be placed on previous contractual experience with government agencies. The Department reserves the right to contact any reference identified. The information must contain the following:

7.2.7.2. Name, address, telephone number, and website of the customer;

7.2.7.3. A description of the work performed under each contract;

7.2.7.4. A description of the nature of the relationship between the Contractor and the customer;

7.2.7.5. Name and contact information of the person whom the Department can contact; and

7.2.7.6. Dates of performance.

7.2.8. Subcontractor Letters of Commitment (if applicable)

The Proposer shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Proposer and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the Department. All selected Contractor(s) that indicate an intention to subcontract must submit a subcontractor's letter of commitment to the Department no later than thirty (30) days from the contract effective date. The Department will approve or reject



subcontractors for this project and require the Contractor to replace subcontractors found to be unacceptable.

7.2.9. New Hampshire Certificate of Good Standing

The Department requires, as applicable, every Contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State in accordance with RSA 5:18-a.

7.2.10. Affiliations – Conflict of Interest

The Proposer must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.11. Required Attachments

7.2.11.1. The following are required statements that must be included with the Technical Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the “Required Attachments” section of the Technical Proposal.

7.2.11.1.1. Answers to RFP Questions.

7.2.11.1.2. Appendix C, CLAS Requirements.

7.2.11.1.3. Appendix B, Contract Monitoring Provisions.

7.2.11.2. The following are required statements that must be included with the Cost Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the “Required Attachments” section of the Cost Proposal.

7.2.11.2.1. Appendix D, Budget Sheet.

7.2.11.2.2. Appendix E, Program Staff List.

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Liquidated Damages, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached. The Proposer must agree to contractual requirements as set forth in the Appendix A, P-37 General Provisions and Standard Exhibits.

8.1.2. Liquidated Damages



- 8.1.2.1. The Department may negotiate with the awarded Contractor to include liquidated damages in the Contract in the event any deliverables are not met.
- 8.1.2.2. The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Contractor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore, the parties agree that liquidated damages may be determined as part of the contract specifications.
- 8.1.2.3. Assessment of liquidated damages may be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.
- 8.1.2.4. The Department may determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the Department as liquidated damages may be deducted by the Department from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the Department.

9. ADDITIONAL INFORMATION

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Contract Monitoring Provisions**
- 9.3. Appendix C – CLAS Requirements**
- 9.4. Appendix D – Budget Sheet ***
- 9.5. Appendix E – Program Staff List ***
- 9.6. Appendix F – ASAM End User License Agreement**

Do Not Return**Subject:** _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number () -	1.6 Account Number	1.7 Completion Date Select a Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (<i>if applicable</i>) G&C Item number: _____ G&C Meeting Date: _____			

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Contractor Initials _____
Date _____

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

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Contractor Initials _____
Date _____

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and

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submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials _____
Date _____

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials _____
Date _____

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New Hampshire Department of Health and Human Services



Exhibit A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1 – Revisions to Form P-37, General Provisions

1.1 Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Exhibit A - Revisions to Standard Contract Provisions

Contractor Initials _____

Date _____

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New Hampshire Department of Health and Human Services



EXHIBIT B

Scope of Services

To be drafted in accordance with the selected Vendor's proposal, as negotiated with the Department through the procurement process.

Do Not Return

Vendor Name

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New Hampshire Department of Health and Human Services



EXHIBIT C

Payment Terms

To be drafted in accordance with the selected Vendor's proposal, as negotiated with the Department through the procurement process.

VENDOR NAME

Exhibit C

Contractor Initials _____

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Date _____

Rev. 01/08/19



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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
 NH Department of Health and Human Services
 129 Pleasant Street,
 Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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Exhibit D – Certification regarding Drug Free
 Workplace Requirements
 Page 1 of 2

Vendor Initials _____

Date _____



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New Hampshire Department of Health and Human Services
Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

Date

Name:
Title:

Do Not Return



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

Date

Name:
Title:

**Do Not Return**

**New Hampshire Department of Health and Human Services
Exhibit F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

_____ Date

_____ Name:
_____ Title:

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Vendor Initials _____

Date _____



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New Hampshire Department of Health and Human Services
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
 FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
 WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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Exhibit G

Vendor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

6/27/14
Rev. 10/21/14

Page 1 of 2

Date _____



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**New Hampshire Department of Health and Human Services
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

Date

Name:
Title:

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Exhibit G

Vendor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

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New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

Date

Name:
Title:

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Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



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New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date

Do Not Return
3/2014

Contractor Initials _____

Date _____



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New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

_____ Date

_____ Name:
_____ Title:

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New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
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Contractor Initials _____

Date _____

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New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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- 5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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Appendix B Contract Monitoring Provisions

All vendors must complete and return pages 4 & 5, Management Questionnaire, and the required financial information as specified in Section 2.4, unless exempt.

1. Definitions

- 1.1. Department – NH Department of Health and Human Services (DHHS).
- 1.2. Vendors – non-state agency external entities with which the Department intends to enter into a legal agreement. Component units of the State shall be considered vendors (e.g., University of New Hampshire, Community College System of New Hampshire).
- 1.3. Subrecipients – vendors issued funds to provide goods or services on behalf of the Department to the public. In accordance with [2 CFR 200.331](#), characteristics which support the classification of a subrecipient include when the non-Federal entity:
 - 1.3.1. Determines who is eligible to receive what Federal assistance;
 - 1.3.2. Has its performance measured in relation to whether objectives of a Federal program were met;
 - 1.3.3. Has responsibility for programmatic decision making;
 - 1.3.4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
 - 1.3.5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department.
- 1.4. Contractors – vendors issued funds to provide goods or services to the Department. In accordance with [2 CFR 200.331](#), characteristics indicative of a contractor are when the vendor:
 - 1.4.1. Provides the goods and services within normal business operations;
 - 1.4.2. Provides similar goods or services to many different purchasers;
 - 1.4.3. Normally operates in a competitive environment;
 - 1.4.4. Provides goods or services that are ancillary to the operation of the Federal program; and
 - 1.4.5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

2. Vendor Identification and Risk Assessment

- 2.1. The Department shall identify **ALL** vendors receiving federal, general, or other funds as either a Subrecipient or a Contractor, as defined in Section 1, above and in 2 CFR 200.331.
- 2.2. The Department shall complete a risk assessment of Subrecipients to evaluate their risk of non-compliance with Federal and State statutes and regulations, as well as the terms and conditions of the contract.
- 2.3. The Department shall assess vendor programmatic risk utilizing the Management Questionnaire which addresses multiple factors that include, but are not limited to:
 - 2.3.1. Grant management experience.
 - 2.3.2. Documented history of non-performance or non-compliance.
 - 2.3.3. Audit findings.
 - 2.3.4. Recent personnel or system changes.

Appendix B Contract Monitoring Provisions

- 2.3.5. Adequacy of internal controls.
- 2.4. The Department shall also assess vendor risk of financial solvency using the following Statement of Vendor's Financial Condition:
 - 2.4.1. The vendor's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered by the Department as part of the risk assessment to determine if enhanced contract monitoring is required if a contract is awarded.
 - 2.4.2. Each vendor must submit audited financial statements for the four (4) most recently completed fiscal years. If your organization has not been established long enough to have four (4) audited financial statements, please send the total number of statements generated since the inception of your organization. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles.
 - 2.4.3. Complete financial statements must include the following:
 - 2.4.3.1. Opinion of Certified Public Accountant;
 - 2.4.3.2. Balance Sheet;
 - 2.4.3.3. Income Statement;
 - 2.4.3.4. Statement of Cash Flow;
 - 2.4.3.5. Statement of Stockholder's Equity of Fund Balance;
 - 2.4.3.6. Complete Financial Notes; and
 - 2.4.3.7. Consolidating and Supplemental Financial Schedules.
 - 2.4.4. A vendor, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A vendor, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the vendor alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.
 - 2.4.5. If a vendor is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the vendor shall submit the following as part of its proposal:
 - 2.4.5.1. Uncertified financial statements; and
 - 2.4.5.2. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.
 - 2.4.6. Exemptions: The Department will not request audited financial statements from or perform Financial Risk Analyses for the following organizations:

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- 2.4.6.1. The University and Community College Systems of NH. These organizations are component units of the State which is ultimately financially liable for them.
- 2.4.6.2. Political Subdivisions, which includes counties and municipalities.

3. Contract Monitoring

- 3.1. The Department shall determine if enhanced monitoring is necessary to address any risks identified through the risk assessment referenced in Section 2, above.
- 3.2. The Department shall incorporate contract monitoring procedures and activities into final contracts to address identified risks, which may include but are not limited to:
 - 3.2.1. Requesting vendors to provide fiscal reports and documentation behind reports to the Department for review.
 - 3.2.2. Reviewing vendor reporting processes and systems for data integrity.
 - 3.2.3. Performing file reviews to ensure vendor compliance with state and federal laws and rules in the administration of the contract.
 - 3.2.4. Conducting site visits to assess vendor compliance with applicable contract objectives and requirements.
 - 3.2.5. Reviewing vendor expenditure details to ensure all expenditures are allowable and in compliance with Federal and State laws and other applicable policies or rules.
 - 3.2.6. Providing targeted training or technical assistance to vendors.
 - 3.2.7. Reviewing monthly financial data to assess vendor financial solvency.
- 3.3. The Department shall conduct contract monitoring activities as specified in resulting contracts.

4. Vendor Disqualification

- 4.1. The Department reserves the right to disqualify vendors who refuse to complete and return the Management Questionnaire on Page 4 and 5 of Appendix B, Contract Monitoring or the financial information as specified in Section 2.4.
- 4.2. In the event that the Department disqualifies a vendor from selection, the vendor shall have no right to appeal the Department's decision. Any review shall be in accordance with NH. RSA 21-G:37, IV.

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Management Questionnaire for _____ (Vendor Name)

All vendors must complete and return this Management Questionnaire along with the required financial information in Section 2.4, unless exempt.

	Question	YES	NO	N/A
1.	Was your organization established more than two years ago?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2.	During the past 18 months, have you experienced staff turnover in positions that will be involved in the administration of the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
3.	Have you managed the same or a similar contract or program during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4.	Have you received federal funds from the Department through a contract during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
5.	Were you ever provided formal written notification from the Department that you were in non-compliance or failed to perform in accordance with contract provisions or requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
6.	If you had a Single Audit performed in accordance with the Federal Uniform Guidance (2 CFR 200 subpart F (200.500)) by an external entity or an audit performed by a state or federal agency during the most recently completed fiscal year, did the audit include any findings?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
7.	Have you ever been required to return payments to the Department as a result of an audit, unallowable expenditure or any other reason?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
8.	Has your organization implemented a new accounting, financial, or programmatic IT system within the last two years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
9.	Are you aware of any ongoing or pending lawsuits filed against your organization or any investigations or inspections of your organization by any state or federal regulatory agency within the last two years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
10.	With Department approval, if you intend to subcontract a portion of the work under the resulting contract to another entity, do you have competitive bid procedures for purchases and personal services contracts compliant with state and federal regulations, laws, and rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
11.	With Department approval, if you intend to subcontract a portion of the work under the resulting contract to another entity, do you have written policies and procedures for subrecipient/contractor determinations, risk assessments, and subrecipient monitoring as required under Federal Uniform Guidance (2 CFR subpart D (200.300))?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

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	Question	YES	NO	N/A
12.	Does your accounting system identify the receipt and expenditure of program funds separately by each contract or grant, and by line item categories?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
13.	Does your organization maintain a formal system of segregation of duties for procurement, time keeping, and bank statement reconciliation activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
14.	Do you have procedures to ensure expenditures are reviewed by an independent person* to determine that all expenditures are allowable under the terms of the contract as well as federal and state regulations, laws and rules?*	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
15.	Are time distribution records maintained for each employee performing contracted services that account for time spent working on the contract versus time spent on all other activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
16.	Does your financial system compare amounts spent to date with budgeted amounts for each award?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
17.	Does your accounting or financial system include budgetary controls to prevent incurring obligations in excess of total funds available for a grant or a cost category (e.g., personnel costs, equipment, travel)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
18.	Do you maintain written policy and procedures for all aspects of financial transactions and accounting related to time keeping, a record retention, procurement, and asset management that are compliant with Federal Uniform Guidance requirements (2 CFR subpart D (200.300))?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

*An independent person can be any individual within an organization or an outside third party, who verifies that an expenditure made by another person, is appropriate and in accordance with the terms of the contract. For example, one person would be responsible for making a purchase or authorizing payment and a second independent person verifies that funds were spent appropriately. If you do not have an independent person, please mark "No" for Question 14.

Marking No or N/A for any question on the Management Questionnaire does not preclude a Vendor from being selected.

I hereby declare that the answers provided in this Management Questionnaire are accurate and true to the best of my knowledge.

Signature

Printed Name and Job Title

Date

APPENDIX C

Addendum to CLAS Section of RFP for Purpose of Documenting Title VI Compliance

All DHHS applicants are required to complete the following two (2) steps as part of their application:

- (1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
- (2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure **meaningful access** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients **does not diminish** the obligation covered entities have to address those needs.

APPENDIX C

Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as when there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

Applicant STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

- (1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
- (2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
- (3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- (4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate an applicant's application of the four-factor analysis to the services they provide. At this stage, applicants are not required to submit their four-factor analysis as part of their application. **However, successful applicants will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFP, which is available in the Vendor/RFP Section of the DHHS website.

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Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.

Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are **eligible** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the **focus** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

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Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
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| <ul style="list-style-type: none">• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.• When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time. |
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Factor #4 The resources available to the organization to provide effective language assistance.
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| <ul style="list-style-type: none">• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.• Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;• Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations. |
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Applicant STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Census data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? (Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?) <u>Example:</u> One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No
4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? (Or, do you have procedures in place to provide language	Yes	No

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assistance to LEP persons, if needed) In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. <u>(Examples</u> of written materials you may need to translate include vital documents such as consent forms and statements of rights.)			
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS			
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No	
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No	
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No	
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No	N/A
6. MONITORING OF SERVICES PROVIDED			
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes	No	
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____	Yes	No	

By signing and submitting this attachment to RFP# _____, the Contractor affirms that it:

- 1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFP.

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- 2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to **all** LEP persons to all programs, services, and/or activities offered by my organization.
- 3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature

Contractor's Representative Name/Title

Contractor Name

Date

Appendix E

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: _____
 Program: _____
 Budget Period: _____

A	B	C	D	E	E	F
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Amnt Funded by this program for Budget Period	Amnt Funded by other sources for Budget Period	Site*
Example:						
Program Coordinator	Sandra Smith	\$21.00	40	\$43,680	\$43,680	
Administrative Salaries						
Total Admin. Salaries				\$0	\$0	
Direct Service Salaries						
Total Direct Salaries				\$0	\$0	
Total Salaries by Program				\$0.00	\$0.00	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.
 *Please list which site(s) each staff member works at, if your agency has multiple sites.

Appendix F

END USER LICENSE AGREEMENT

This End User License Agreement (“EULA”) is made this _____ by the undersigned provider (“ELIGIBLE PROVIDER”) with the American Society of Addiction Medicine (“LICENSOR”) with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> (“LICENSEE”) with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement (“Agreement”) on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER’s public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR’s review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.

5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____